

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

REGIONS ASSET COMPANY, et al.,)	
)	
Plaintiffs,)	
)	
)	Civil Action No. 2:06-cv-882-MHT
)	
REGIONS UNIVERSITY, INC.)	
)	
Defendant.)	

NOTICE OF FILING

COMES NOW the defendant Regions University, Inc. and gives notice of the filing of the following:

1. Excerpts from the deposition of Samuel E. Upchurch, Jr. at pp. 8, 11-21, and 24- 26.
2. Excerpts from the deposition of Dr. Neal Berte at pp. 15 and 16.
3. Excerpt from the deposition of Hope Mehlman at p. 58.
4. Exhibit 109: March 1999 letter to Regions Propane.
5. Exhibit 110: Region 2020 draft licensing agreements.
6. Exhibit 137: Executed Region 2020 licensing agreement.
7. Declaration of Doris Dimino.
8. Exhibit 11: Bank's Regions University website.
9. Excerpt of deposition of Laina Costanza at p. 81.
10. Affidavit of Dr. Wilson Luquire.
11. Affidavit of David P. Moore.

12. Excerpts from the deposition of Janet Armitage at pp. 15 and 35.

13. Excerpts from the deposition of Mike Pollard at pp. 41 and 42.

14. Excerpts from the deposition of Bill Askew at pp. 41-42.

Respectfully submitted,

/s/ VICTOR T. HUDSON
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CERTIFICATE OF SERVICE

I hereby certify that on August 24, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to:

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/s/ VICTOR T. HUDSON

**IN THE UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY,

Plaintiff,

Vs.

REGIONS UNIVERSITY, INC.,

Defendant.

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CIVIL ACTION NUMBER

2:06cv882-MHT

* * * * *

**Deposition of SAMUEL E. UPCHURCH, JR., taken
before David Michael Camp, CSR, in the law offices
of Balch & Bingham, LLP, 1901 6th Avenue North,
Birmingham, Alabama, on August 14, 2007,
commencing at approximately 10:19 o'clock a.m.**

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1 call it. It was either President or CEO -- I've
2 forgotten what they call it -- of the Central
3 Region, which was comprised of Alabama, the
4 Panhandle of Florida and east -- all of Tennessee
5 besides Memphis.

6 Q And prior to that, what was your
7 position?

8 A Prior to that, I was Executive Vice
9 President, General Counsel and Corporate
10 Secretary.

11 Q What was the period of time that you
12 were the General Counsel?

13 A I'd say from 1994 to 2004, something
14 like that. I don't remember the exact end date.

15 Q Close enough. What responsibility did
16 you have at any time for the enforcement of the
17 trademark name "Regions" or "Regions Bank"?

18 A I had direct responsibility for all
19 legal oversight for the company, which would
20 include the enforcement of marks.

21 Q Did you still have that oversight after
22 2004?

23 A I did not have the oversight after I

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1 decision.

2 Q Okay. At least from 1994 to 2004.

3 A When I was there. Correct.

4 Q And to your knowledge, did that change
5 at any time after you left?

6 A Not to my knowledge.

7 Q Okay. Now, was there any particular
8 criteria that were utilized by the legal
9 department in determining whether or not to
10 challenge a third party use?

11 A I can't -- once again, I can't recall
12 any specific criteria other than -- than someone
13 using a mark that was deceptively similar and the
14 need to protect the mark on Regions.

15 Q Have you recently seen what was marked
16 as Exhibit One-O-nine?

17 A No. I haven't seen this recently.

18 MR. PATERSON:

19 What is that, Tom?

20 MR. HUDSON:

21 Here.

22 MR. PATERSON:

23 We've got so many papers in this

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1 case, it's hard to keep up.

2 MR. HUDSON:

3 Sure.

4 THE WITNESS:

5 Yeah. To answer your
6 question, no, I've not recently seen
7 this.

8 BY MR. HUDSON:

9 Q Now that you've read it, do you recall
10 the letter?

11 A I do not.

12 Q Is that your signature?

13 A It is.

14 Q Is the content of the letter true and
15 correct?

16 A I assume it is. I don't remember the
17 circumstances. But I assume it's correct.

18 Q Well, you would have endeavored to make
19 it true and correct at the time that you wrote
20 it?

21 A That's correct.

22 Q Do you recall there being other third
23 party uses of the name "Regions" that came to your

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1 attention that involved third parties that were
2 not in the same business as the bank?

3 A Yes, I do.

4 Q And do you recall whether or not the
5 bank challenged those third party uses?

6 A Yes, I do.

7 Q And what is your recollection?

8 A I recall several challenges. I don't
9 remember the specifics. I remember them being
10 discussed at a Board meeting of the subsidiary
11 company that owned the marks. The marks were
12 transferred. But I don't remember the specifics.
13 The only one I really remember specifics about was
14 Regions 2020.

15 Q Okay. We'll talk about that in a
16 moment. You say that you remember several. Would
17 the several include this Regions Propane?

18 A I don't remember the Regions Propane but
19 it very -- very possibly could have.

20 Q And you do remember Region 2020.

21 A I do.

22 Q And within the period of 1994 to 2004,
23 there are several that you recall, and one in

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1 particular is the name Region 2020?

2 A I have a recollection of it being
3 discussed. I would say several. More than one.
4 I can't tell you how many because I don't have
5 specific recollections of any besides Regions
6 2020.

7 Q Okay. And the best you can do is that
8 it was more than once?

9 A Yes.

10 Q Okay. Was this something that came up
11 frequently, this sort of topic, or it came up
12 infrequently?

13 A Oh, it would only came up when somebody
14 identified something they thought was an
15 infringement.

16 Q Okay. During that period of time, was
17 there any outreach that was being done by your
18 department to determine whether or not third
19 parties were using the name "Regions"?

20 A We were more reactive. When we would
21 see it or when someone would -- would send
22 something to the legal department that showed a
23 usage, that would be how we would get involved.

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1 Q Reactive as opposed to proactive?

2 A That's correct.

3 Q So you were not proactive?

4 A We were not proactive to my knowledge.

5 Q Okay. You spoke of Region 2020. Let me
6 show you what was previously marked as Exhibit
7 One-ten and Exhibit One Thirty-seven that's in
8 front of you there, and ask you if you recall
9 seeing those before today.

10 A Yes, I do.

11 Q When did you see them last?

12 A Oh, probably -- I can't recall when I
13 saw them last. Years ago.

14 Q Do you want to take a moment and read
15 both of them, please?

16 A Okay.

17 Q All right, sir. If we can look first at
18 Exhibit One-ten --

19 A All right.

20 Q -- the cover letter purports to have
21 been drafted by Stephen Leara, addressed to Ann
22 Florie and copied to you, together with an
23 enclosure which is a draft of the Non-exclusive

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1 License Agreement. Have I correctly characterized
2 that?

3 A It appears to be that, yes.

4 Q Do you recall, now that you've looked at
5 this letter and the attached draft license
6 agreement, this transaction?

7 A Yes.

8 Q Tell me what you recall about the
9 transaction.

10 A I recall being familiar with Regions
11 2020, that Regions 2020 -- from what I recall,
12 raising an issue with their use of the name. I
13 recall asking counsel, outside counsel, to draft
14 the agreement. I recall speaking with Ann Florie
15 about it.

16 I recall receiving it, having it -- reviewing
17 the draft. I recall receiving the finally
18 executed copy. Just the general -- general
19 situation around the execution of the document.

20 Q Look, please, sir, at the document,
21 itself that is attached to the October 20, 1997
22 letter, being the first draft of the Non-exclusive
23 License Agreement. And if you'd look at the third

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1 whereas clause, do you see where it says "Whereas,
2 the Licensee's mark is deceptively similar to the
3 Licensor's Registered Marks so as to be likely to
4 cause confusion in the marketplace"?

5 A I see that.

6 Q Okay. Now, would you please look at the
7 next draft that is attached to the November 11,
8 1997 letter?

9 MR. PATERSON:

10 That's the signed copy?

11 MR. HUDSON:

12 No.

13 MR. PATERSON:

14 Okay.

15 THE WITNESS:

16 Okay.

17 BY MR. HUDSON:

18 Q Do you see that same provision in that
19 draft?

20 A Yes, I do.

21 Q Now, would you please look at the
22 executed copy, Exhibit One Thirty-seven?

23 A Okay.

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1 Q Has that provision been removed from
2 that draft?

3 A It is not in that draft.

4 Q Can you tell us why it was removed?

5 A No, I cannot.

6 Q Do you recall that there was a
7 negotiation between the lawyers for Region 2020
8 and either you or the lawyers you employed over
9 the terms of this license agreement?

10 A I recall some drafts going back and
11 forth but I don't recall the specifics of any of
12 it.

13 Q But in any event, drafts going back and
14 forth constitutes negotiation over the language,
15 does it not?

16 A I don't know that I would term it
17 negotiations. Some discussions went on.

18 Q Well, is it fair to say that the first
19 draft would have been the proposal of the bank?

20 A It is.

21 Q And the final draft that was executed
22 would have been the proposal of Region 2020?

23 A Not necessarily.

1 Q That's true. The final agreement that
2 was executed would have been what both sides
3 agreed to do rather than what just the bank
4 proposed.

5 A Correct.

6 Q I think your testimony is that you don't
7 have any particular recollection why this clause
8 was removed. All you can tell us is that in order
9 for the copy to be executed, it had to be removed.

10 MR. PATERSON:

11 Object to the form.

12 THE WITNESS:

13 Really, all I could tell you is that
14 it was removed in the executed copy.

15 BY MR. HUDSON:

16 Q Okay. Now, if you'll look, please, sir,
17 at One-ten at Section 2.1, the royalty payment for
18 the first draft, which appears after the October
19 20 letter, it says in pertinent part "Licensee
20 shall pay to Licensor a royalty of \$1,000.00 per
21 year until the expiration of the Registered Marks,
22 or any renewals thereof."

23 And then the next draft which is attached to

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1 the October 20, 1997 agreement says at 2.1,
2 "Licensee shall pay to Licensor a royalty of
3 \$100.00 per year until the expiration of the
4 Registered Marks, or any renewals thereof."

5 The cover letter that goes with that second
6 draft, October 20 cover letter says "At the
7 request of Sam Upchurch, I have drafted, and am
8 enclosing herewith, a licensing agreement setting
9 forth the terms and conditions under which Regions
10 Financial Corporation will allow Region 2020, Inc.
11 to use its registered name. Please review this
12 document and call me if you have any questions."

13 Do you recall why the change was made from a
14 thousand dollars per year to a hundred dollars per
15 year?

16 A I don't recall specifically why except
17 that it was requested by -- it was a request by
18 Regions 2020.

19 Q Okay. And if you would, look at the one
20 that was executed, please, sir, at 2.1 which is
21 One Thirty-seven. Take a look at 2.1.

22 A Right.

23 Q The final agreement for payment turned

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1 out to be a one-time one hundred dollar payment.

2 Do you see that?

3 A Yes, I do.

4 Q If you'd just read into the record that
5 sentence.

6 A It says "Royalty Payment". "Licensee
7 shall pay to Licensor a total royalty of \$100.00,
8 which shall be the total payment due from Licensee
9 during the duration of this license."

10 Q All right, sir. Do you recall that that
11 would have been requested by Region 2020?

12 A Yeah. Regions 2020 at the time was a
13 fledgling, kind of start up 501(c)(3) charity. I
14 do recall them raising the point that they didn't
15 have a lot of money and so they didn't want --
16 yes.

17 Q Okay. Now, the license agreement
18 purportedly was signed on December 3, 1997. After
19 the date of its signature, do you recall anything
20 that Regions Bank did to police the mark or police
21 the licensing of the mark?

22 MR. PATERSON:

23 At any time, Tom?

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1 with the United States Trademark Office?

2 A I recall one specific company that used
3 -- that I think had had it reserved or had used it
4 that we ended up negotiating with and buying it
5 back from, and then later bought the company. So
6 I thought that was kind of clever.

7 Q That would have been at the time that
8 you wanted to register your mark?

9 A That's correct.

10 Q And they would have used it in
11 relationship to banking or financial services?

12 A I don't recall whether or not they
13 actually used it. But, yes, in connection with
14 banking and financial services.

15 Q And were you aware that there were other
16 companies that had registered the Regions
17 trademark for services outside of banking and
18 financial services?

19 A I don't recall that but it wouldn't
20 surprise me.

21 Q Okay. In any event, was it your
22 understanding that your mark had been registered
23 for banking and financial services?

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1 A Yes, it was.

2 Q Okay. Were you aware that there was a
3 company called Regions Beyond International that
4 had a Registered Mark?

5 A I don't recall.

6 Q That there was a Regions Air that had a
7 Regions Registered Mark?

8 A I don't recall.

9 Q That there was a Regions Hospital that
10 had a Registered Mark?

11 A No. The only one I recall was a mark
12 registered by First Commercial Corporation.

13 Q Is it fair to say that that wouldn't
14 have troubled you as long as those companies
15 weren't involved in banking and financial
16 services?

17 MR. PATERSON:

18 Object to the form.

19 THE WITNESS:

20 I really can't say whether it would
21 have troubled me or not. It would
22 not have troubled me if our
23 trademark counsel said it was not

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1 something we had to worry about.

2 BY MR. HUDSON:

3 Q Did you ever get any suggestion or
4 advice that you should be concerned with companies
5 who used the name "Regions" but were not involved
6 in banking or financial services?

7 A Yes, I did.

8 Q Okay. I think you said during the time
9 you were General Counsel, the bank was not
10 proactive in seeking out the names of others who
11 used the name "Regions" as third party names for
12 third party companies.

13 A We did not proactively search for people
14 using the names.

15 Q Okay. And that would mean that you
16 wouldn't have searched the records of the
17 Secretary of State of Alabama --

18 A That's correct.

19 Q Nor for domain names on the web.

20 A I don't recall any search for domain
21 names.

22 Q Or for the U.S. Trademark Office.

23 A Right. Typically, as I said earlier, we

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Deposition of NEAL BERTE, taken before David
Michael Camp, CSR, in the law offices of Balch &
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1 Q All right, sir. Now, after you signed
2 that agreement --

3 MR. PATERSON:

4 Can we mark that, Tom?

5 MR. HUDSON:

6 It's marked.

7 MR. PATERSON:

8 I'm sorry. I didn't hear you. I
9 apologize.

10 MR. HUDSON:

11 It was marked as One Thirty-seven.

12 MR. PATERSON:

13 Okay. I just didn't hear the
14 exhibit number.

15 BY MR. HUDSON:

16 Q After you signed Exhibit One
17 Thirty-seven, do you recall occasions when the
18 bank raised any question with you about the use of
19 its name?

20 A I do not.

21 Q Do you recall anything that the bank did
22 with respect to quality control concerning the use
23 of its name?

1 MR. PATERSON:

2 I object to the form.

3 THE WITNESS:

4 I just want to make sure everybody
5 understands. I was the volunteer
6 Chairman. I think if there was any
7 official contact from the bank,
8 possibly I would have known that. I
9 can't recall any of that. But I
10 think obviously the person who might
11 know that would be the Executive
12 Director, who was the paid
13 professional. But I don't recall --
14 I don't recall anything, any contact
15 after we signed this.

16 BY MR. HUDSON:

17 Q Okay. And that's consistent with what
18 you told Dr. Turner, as well, isn't it?

19 A It is.

20 Q Now, let me show you --

21 A Actually, I didn't -- I was not totally
22 sure when we talked because I -- this was a bolt
23 out of the blue. But anyway, I would just say to

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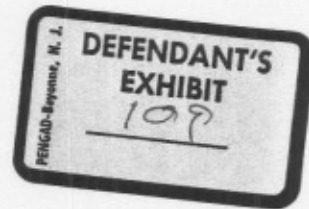
Rule 30(b)(6) deposition of Regions Asset Company, taken through the witness, HOPE D. MEHLMAN, before David Michael Camp, Commissioner, in the law offices of Balch & Bingham, LLP, 105 Tallapoosa Street, Suite 200, Montgomery, Alabama, on June 28th, 2007, commencing at approximately 9:10 o'clock a.m.

Hope Mehlman

Tom Hudson

16 (Pages 58 to 61)

<p style="text-align: right;">Page 58</p> <p>1 THE WITNESS: 2 Okay. That's it. That's the org 3 chart. 4 BY MR. HUDSON: 5 Q Ms. Mehlman, I'll show you Exhibit 6 One-O-eight that's been marked for identification 7 and ask you if you could tell us what that is. 8 A It's Thomson & Thomson watch reports, 9 together with correspondence. 10 Q "Correspondence" is correspondence 11 generated by your then office, Adams & Reese/Lange 12 Simpson, to the bank? 13 A Yes. But there is -- yes. I believe 14 that was all the correspondence that was there. 15 Q Okay. Had you reviewed prior to today 16 all of those watch service reports? 17 A I believe. I can't say a hundred 18 percent. But, yes, I do believe. 19 Q And was it your practice to review them 20 contemporaneously with their receipt? 21 A Yes. Generally, yes. 22 Q Okay. And after you reviewed them, what 23 action did you take?</p>	<p style="text-align: right;">Page 60</p> <p>1 depend. 2 Q Tell me who those people would have 3 been. This may be a simple way to get that. The 4 letters are addressed to various people at the 5 bank. Would you expect that the people that you 6 discussed the watch service reports with would 7 correspond to the addressees of those letters? 8 A Yes. Most of the time, yes. 9 Q And can you think of somebody else that 10 you may have discussed the watch service report 11 with other than the addressees of the letters? 12 A Yes. 13 Q And who would that have been? 14 A Parker Steele in the department. 15 Q Parker? 16 A Steele. S-T-E-E-L-E. 17 Q Okay. And what was his function? 18 A He was in-house counsel. 19 Q For Regions? 20 A Yes. 21 Q And did he hold substantially the same 22 position that you hold today? Let me ask it 23 another way.</p>
<p style="text-align: right;">Page 59</p> <p>1 A Again, it depended. I mean, we would 2 generally send them to people at the bank so that 3 they could have a copy, and then advise them that 4 we -- if we had concerns, we'd advise them about 5 concerns. 6 Q From looking at that Exhibit One-O- 7 eight, it looked to me like all, if not 8 substantially all, were sent to the bank, together 9 with a cover letter that essentially said, here it 10 is, and said nothing else. Am I correct in that? 11 A That's what the correspondence said. 12 But we did have telephone conversations with -- 13 Q I understand. I'm just trying to take 14 it a step at a time. 15 A Yes. 16 Q Okay. And in addition to that, what 17 would occur? In addition to just sending the copy 18 to the bank, what would occur as a matter of 19 practice? 20 A We would discuss the watch reports. 21 Q All right. And with whom would you 22 discuss it? 23 A The people at the bank. It would</p>	<p style="text-align: right;">Page 61</p> <p>1 A Yeah. 2 Q Did he have substantially the same 3 intellectual property responsibilities that you 4 have today? 5 A Yes. Before I came to the bank, yes. 6 Q Where is he today? 7 A He's in-house with Regions. 8 Q Does he still have intellectual property 9 responsibility? 10 A No. 11 Q Was there anyone else with whom you 12 discussed it that you can recall? 13 A Discussed? 14 Q The watch service reports. 15 A May have from time to time discussed 16 with Alan Deer. 17 Q And who is he? 18 A He's the former general counsel. 19 Q Okay. Anyone else? 20 A We may have discussed it -- and I don't 21 recall. Maybe sometimes with Bill Askew. 22 Q All right. And what is his position? 23 A Head of Consumer Banking.</p>



Regions
Financial Corp.

SAMUEL E. UPCHURCH, JR.
Executive Vice President,
General Counsel & Secretary

March 2, 1999

Mr. Joseph D. Jordan
Regions Propane
P. O. Box 248
Centre, Alabama 35960

Dear Mr. Jordan:

I recently learned that you have opened a new business, called Regions Propane. I wanted to touch base with you and inform you of Regions Bank's position on the use of "Regions" by your company. As I'm sure you know, Regions Financial Corporation has registered the trademark "Regions" and must be vigilant to protect against unauthorized use. Although Regions doesn't operate in that area of business, we feel that we would be entitled to use "Regions" should we endeavor to become involved in the propane business in the future. "Regions" is a registered trademark of this company, and we have taken great care in assuring that it is reserved for Regions Bank. At the present time, however, I do not foresee any problems with your company's use of "Regions" in the name of your business. I just want you to be informed that Regions Bank believes that it would have the ability to enforce its rights to "Regions" should it ever enter into the propane business.

Best of luck to you and your new company. If you have any questions or if I can be of any assistance, please do not hesitate to call me at (205)326-7860.

Very truly yours,

A handwritten signature in black ink, appearing to read "Samuel E. Upchurch, Jr.".

Samuel E. Upchurch, Jr.

SEU:nsm

cc: Tim Williams

LANGE, SIMPSON,
ROBINSON & SOMERVILLE

ATTORNEYS & COUNSELORS

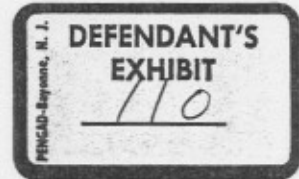
HUNTSVILLE OFFICE:
100 JEFFERSON STREET, SOUTH
HUNTSVILLE, ALABAMA 35801-4849
TELEPHONE (205) 533-3500
FACSIMILE (205) 533-4100

417 20TH STREET NORTH, SUITE 1700
BIRMINGHAM, ALABAMA 35203-3272
TELEPHONE (205) 250-5000
FACSIMILE (205) 250-5034

REAL ESTATE CLOSING OFFICE:
728 SHADES CREEK PARKWAY, SUITE 120
BIRMINGHAM, ALABAMA 35209-4453
TELEPHONE (205) 870-1511
FACSIMILE (205) 870-1514

MONTGOMERY OFFICE:
5 COMMERCE STREET, SUITE 900
MONTGOMERY, ALABAMA 36104-3531
TELEPHONE (334) 241-0000
FACSIMILE (334) 241-0022

October 20, 1997



Regions 2020, Inc.
Attn: Ann Florie
2027 1st Avenue North, Suite 907
Birmingham, Alabama 35203

Dear Ann:

At the request of Sam Upchurch, I have drafted, and am enclosing herewith, a licensing agreement setting forth the terms and conditions under which Regions Financial Corporation ("Regions") will allow Region 2020, Inc. to use its registered name. Please review this document call me if you have any questions.

Very truly yours,

LANGE, SIMPSON, ROBINSON & SOMERVILLE

Stephen P. Leara
Stephen P. Leara

SPL/sm

Enclosures

cc: Samuel E. Upchurch, Jr., Esq.
Henry E. Simpson, Esq.

Regions 2020, Inc.
October 20, 1997
Page 2

bcc: Ms. Kathie Martin

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement entered into this day by and between REGIONS FINANCIAL CORPORATION, a Delaware corporation ("Licensor"), and REGION 2020, INC., an Alabama corporation ("Licensee").

WHEREAS, the Licensor is the Owner of all right title and interest in United States Trademark Nos. 1,881,600 and 1,914,267 ("Registered Marks"); and,

WHEREAS, the Licensee plans to engage in charitable work primarily in Alabama and the United States under the name "Region 2020"; and

WHEREAS, the Licensee's name is deceptively similar to the Licensor's Registered Marks so as to be likely to cause confusion in the marketplace; and

WHEREAS, Licensee desires to obtain license rights under said Registered Marks to be used in said charitable work; and

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Grant of License.

1.1 Grant of License. Upon the terms, royalty payments, and conditions set forth herein and under the Registered Marks, Licensor hereby grants to Licensee a non-exclusive License to use the phrase "Region 2020" in its charitable work and is further granted the right to sublicense the phrase to the extent necessary to carry out this grant.

1.2 Limitation. No license, immunity or other right is granted by implication or otherwise with respect to any trademark or trademark application other than the Registered Marks. Licensor does not authorize the Licensee to use the Registered Marks or the phrase "Region 2020" in connection with any financial institution or lending relationship.

Section 2. Royalty and Payment.

2.1 Royalty Payment. Licensee shall pay to Licensor a royalty of \$1,000.00 per year until the expiration of the Registered Marks, or any renewals thereof. All royalties shall be paid yearly, based on a calendar year, on or before the last day of any month following the end of a calendar year ("Royalty Day").

2.2 Medium of Payment. Licensee shall pay all royalties due hereunder in United States dollars.

Section 3. Marking.

3.1 Indemnification of Registered Marks. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Licensed under U.S. Trademark from," - followed by the Licensors logo and followed by the number of the marks licensed hereunder. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Registered Trademark" followed by the number of the marks licensed hereunder.

3.2 Limitation on Use of Trademarks, etc. Neither the granting of the license herein nor the acceptance of royalties hereunder shall constitute an approval of or acquiescence in Licensee's practices with respect to trademarks, trade names, corporation names, advertising, or similar practices with respect to the charitable work, nor does the granting of such license constitute an authorization or approval of, or acquiescence in the use of Licensors name or any trade name or trademark of Licensors or its affiliates in connection with the charitable work, and Licensors hereby expressly reserves all rights with respect thereto.

Section 4. Duration and Termination.

4.1 Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force for the remaining life of the Registered Marks; provided however, that either party shall have the right to terminate this Agreement and the license granted herein in the event of any of the following:

4.1.1 A party breaches the Agreement and does not cure such breach within 30 days after notice thereof from the other party specifying such breach;

4.1.2 Dissolution, insolvency or bankruptcy of a party whether voluntary or involuntary;

4.1.3 Appointment of a trustee or receiver for a party;

then, and in addition to all other rights and remedies which the other party may have at law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than 30 days from the date of mailing thereof.

Section 5. Warranty Exclusion. No representation or warranty has been made by Licensors that the charitable work engaged in under the licensed mark or marks thereof may be engaged in free of trademark rights of others, it being understood that Licensors shall

not be liable for any loss damage or expense arising from any claim of trademark infringement upon the use thereof.

Section 6. No Release. Both parties agree that the termination of this Agreement or the expiration of the term of this Agreement shall not release either party from any obligations under Sections 2.1 or 2.2 or under Section 5 or 7 herein.

Section 7. Miscellaneous.

7.1 Successor Licensors. This Agreement shall be binding upon and inure to the benefit of Licensor, its legal representatives, successors and assigns.

7.2 Successor Licensees. This Agreement shall be binding upon and inure to the benefit of Licensee, but shall not be transferable or assignable without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 Limitation. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon Licensee, any license under any trade secrets, or know how of Licensor and no such license or other rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement.

7.4 Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to Licensee at:

Region 2020, Inc.
2027 1st Avenue North, Suite 907
Birmingham, Alabama 35203
Attn: Ann Florie

addressed to Licensor at:

Regions Financial Corporation
P. O. Box 10247
Birmingham, Alabama 35203
Attn: Samuel E. Upchurch, Jr.

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

7.5 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

7.6 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this

PAGE 3 - NON-EXCLUSIVE LICENSE AGREEMENT

Agreement.

7.7 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

7.8 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

7.9 Attorney Fees. In the event that an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator or the trial and appellate courts.

7.10 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

7.11 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

7.12 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

7.13 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

7.14 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

PAGE 4 - NON-EXCLUSIVE LICENSE AGREEMENT

7.15 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

7.16 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: October ____, 1997

LICENSOR:

REGIONS FINANCIAL CORPORATION,
a Delaware corporation

By: _____
Samuel E. Upchurch, Jr.
Its Secretary and General Counsel

LICENSEE:

REGION 2020, INC.,
an Alabama corporation

By: _____

Its President

K:\REGION\00001\TRADEMAR\REG2020.LIC 102097 13:43

PAGE 5 - NON-EXCLUSIVE LICENSE AGREEMENT

RF

LANGE, SIMPSON,
ROBINSON & SOMERVILLE

ATTORNEYS & COUNSELORS

HUNTSVILLE OFFICE:
100 JEFFERSON STREET, SOUTH
HUNTSVILLE, ALABAMA 35801-4849
TELEPHONE (205) 533-3500
FACSIMILE (205) 533-4100

417 20TH STREET NORTH, SUITE 1700
BIRMINGHAM, ALABAMA 35203-3272
TELEPHONE (205) 250-5000
FACSIMILE (205) 250-5034

MONTGOMERY OFFICE:
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MONTGOMERY, ALABAMA 36104-3531
TELEPHONE (334) 241-0000
FACSIMILE (334) 241-0022

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728 SHADES CREEK PARKWAY, SUITE 120
BIRMINGHAM, ALABAMA 35209-4453
TELEPHONE (205) 870-1511
FACSIMILE (205) 870-1514

October 20, 1997

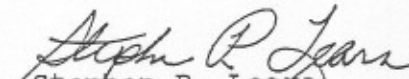
Regions 2020, Inc.
Attn: Ann Florie
2027 1st Avenue North, Suite 907
Birmingham, Alabama 35203

Dear Ann:

At the request of Sam Upchurch, I have drafted, and am enclosing herewith, a licensing agreement setting forth the terms and conditions under which Regions Financial Corporation ("Regions") will allow Region 2020, Inc. to use its registered name. Please review this document call me if you have any questions.

Very truly yours,

LANGE, SIMPSON, ROBINSON & SOMERVILLE


Stephen P. Leara

SPL/sm

Enclosures

cc: Samuel E. Upchurch, Jr., Esq.
Henry E. Simpson, Esq.

Regions 2020, Inc.
October 20, 1997
Page 2

bcc: Ms. Kathie Martin

**LANGE, SIMPSON,
ROBINSON & SOMERVILLE**

ATTORNEYS & COUNSELORS

HUNTSVILLE OFFICE:
100 JEFFERSON STREET, SOUTH
HUNTSVILLE, ALABAMA 35801-4849
TELEPHONE (205) 333-3300
FACSIMILE (205) 333-4100

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TELEPHONE (205) 870-1511
FACSIMILE (205) 870-1514

November 11, 1997

Region 2020, Inc.
Attn: Ann Florie
2027 1st Avenue North, Suite 907
Birmingham, Alabama 35203

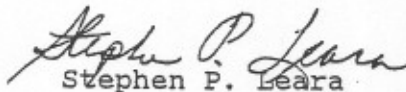
Dear Ann:

Yesterday, we received your letter and check in the amount of \$100.00, made payable to Regions Financial Corporation ("Regions"), representing a royalty payment from Region 2020, Inc., pursuant to an agreement between Dr. Neal Berte and Henry Simpson. However, we have yet to receive an executed license agreement.

Enclosed herewith, please find another copy of the license agreement, which reflects the \$100.00 royalty payment. Please have this document executed and returned to me at your earliest convenience. If you have any questions, please call me.

Very truly yours,

LANGE, SIMPSON, ROBINSON & SOMERVILLE


Stephen P. Leara

SPL/sm

cc: Samuel E. Upchurch, Jr., Esq.
Henry E. Simpson, Esq.

Regions 2020, Inc.
November 11, 1997
Page 2

bcc: Ms. Kathie Martin

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement entered into this day by and between REGIONS FINANCIAL CORPORATION, a Delaware corporation ("Licensor"), and REGION 2020, INC., an Alabama corporation ("Licensee").

WHEREAS, the Licensor is the Owner of all right title and interest in United States Trademark Nos. 1,881,600 and 1,914,267 ("Registered Marks"); and,

WHEREAS, the Licensee plans to engage in charitable work primarily in Alabama and the United States under the name "Region 2020"; and

WHEREAS, the Licensee's name is deceptively similar to the Licensor's Registered Marks so as to be likely to cause confusion in the marketplace; and

WHEREAS, Licensee desires to obtain license rights under said Registered Marks to be used in said charitable work; and

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Grant of License.

1.1 Grant of License. Upon the terms, royalty payments, and conditions set forth herein and under the Registered Marks, Licensor hereby grants to Licensee a non-exclusive License to use the phrase "Region 2020" in its charitable work and is further granted the right to sublicense the phrase to the extent necessary to carry out this grant.

1.2 Limitation. No license, immunity or other right is granted by implication or otherwise with respect to any trademark or trademark application other than the Registered Marks. Licensor does not authorize the Licensee to use the Registered Marks or the phrase "Region 2020" in connection with any financial institution or lending relationship.

Section 2. Royalty and Payment.

2.1 Royalty Payment. Licensee shall pay to Licensor a royalty of \$100.00 per year until the expiration of the Registered Marks, or any renewals thereof. All royalties shall be paid yearly, based on a calendar year, on or before the last day of any month following the end of a calendar year ("Royalty Day").

2.2 Medium of Payment. Licensee shall pay all royalties due hereunder in United States dollars.

Section 3. Marking.

3.1 Indemnification of Registered Marks. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Licensed under U.S. Trademark from," - followed by the Licensors logo and followed by the number of the marks licensed hereunder. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Registered Trademark" followed by the number of the marks licensed hereunder.

3.2 Limitation on Use of Trademarks, etc. Neither the granting of the license herein nor the acceptance of royalties hereunder shall constitute an approval of or acquiescence in Licensee's practices with respect to trademarks, trade names, corporation names, advertising, or similar practices with respect to the charitable work, nor does the granting of such license constitute an authorization or approval of, or acquiescence in the use of Licensors name or any trade name or trademark of Licensors or its affiliates in connection with the charitable work, and Licensors hereby expressly reserves all rights with respect thereto.

Section 4. Duration and Termination.

4.1 Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force for the remaining life of the Registered Marks; provided however, that either party shall have the right to terminate this Agreement and the license granted herein in the event of any of the following:

4.1.1 A party breaches the Agreement and does not cure such breach within 30 days after notice thereof from the other party specifying such breach;

4.1.2 Dissolution, insolvency or bankruptcy of a party whether voluntary or involuntary;

4.1.3 Appointment of a trustee or receiver for a party;

then, and in addition to all other rights and remedies which the other party may have at law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than 30 days from the date of mailing thereof.

Section 5. Warranty Exclusion. No representation or warranty has been made by Licensors that the charitable work engaged in under the licensed mark or marks thereof may be engaged in free of trademark rights of others, it being understood that Licensors shall

not be liable for any loss damage or expense arising from any claim of trademark infringement upon the use thereof.

Section 6. No Release. Both parties agree that the termination of this Agreement or the expiration of the term of this Agreement shall not release either party from any obligations under Sections 2.1 or 2.2 or under Section 5 or 7 herein.

Section 7. Miscellaneous.

7.1 Successor Licensors. This Agreement shall be binding upon and inure to the benefit of Licensor, its legal representatives, successors and assigns.

7.2 Successor Licensees. This Agreement shall be binding upon and inure to the benefit of Licensee, but shall not be transferable or assignable without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 Limitation. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon Licensee, any license under any trade secrets, or know how of Licensor and no such license or other rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement.

7.4 Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to Licensee at:

Region 2020, Inc.
2027 1st Avenue North, Suite 907
Birmingham, Alabama 35203
Attn: Ann Florie

addressed to Licensor at:

Regions Financial Corporation
P. O. Box 10247
Birmingham, Alabama 35203
Attn: Samuel E. Upchurch, Jr.

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

7.5 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

7.6 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this

Agreement.

7.7 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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7.10 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

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7.12 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

7.13 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

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PAGE 4 - NON-EXCLUSIVE LICENSE AGREEMENT.

7.15 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

7.16 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: October ____, 1997

LICENSOR:

REGIONS FINANCIAL CORPORATION,
a Delaware corporation

By: _____
Samuel E. Upchurch, Jr.
Its Secretary and General Counsel

LICENSEE:

REGION 2020, INC.,
an Alabama corporation

By: _____

Its President

GREATER BIRMINGHAM FOUNDATION
UNRESTRICTED ACCOUNT
P.O. BOX 131027
BIRMINGHAM, AL 35213
(205) 328-8641

AMSOUTH BANK, N.A.
BIRMINGHAM, AL 35203
61-11620

1554

11/5/97

PAY TO THE ORDER OF Regions Financial Corporation

*****100.00

One Hundred and 00/100*****

DOLLARS

Security features
included.
Details on back.

MEMO Region 2020 Licensing Agreement

Sheila S. Blair

⑈001554⑈ ⑈062000019⑈ 00530530⑈

Region 1



2117 1st Avenue North
Birmingham, Alabama 35203-4201
205-326-1100 Fax (205)326-0093
1-888-326-1101

Board of Directors

Chairpersons

Dr. Neal R. Berte
Ms. Sheila S. Blair
Mr. Norman B. Davis, Jr.
Mr. Herbert A. Sklenar

Ms. Pat Alexander
Ms. Lindsey Allison
The Honorable Richard Arrington
Mr. Kirkwood Balton
Ms. Charlene Bray
The Honorable Mary M. Bucklew
Mr. Robert Bynum
Mr. Michael Calvert
Mr. Vincent Caponi
Mr. Dave Carder
Mr. Tom Carruthers
Dr. Robert Corley
Ms. Cathy Crenshaw
Mr. James H. Denley
Ms. Alma Dennis
Mr. Newstall Dowdell, Jr.
Mr. Dan Dunne
Mr. Jeremy Erdreich
Ms. Cathy Gilmore
Mr. Mike Goodrich
Mr. Kent Graeve
Reverend Tommy Hagler
Mr. Gene Hallman
Ms. Majella Hamilton
Ms. Pearlle Hampton
Mr. Victor Hanson III
Mr. Elmer Harris
Mr. Beverly P. Head, Jr.
Mr. Donald Hess
Mr. Willie Huff
Mr. Bill Ireland
Mr. Donald M. James
Reverend Elijah Jarrett
Mr. Paul Jones
Dr. Joyce Lanning
Mr. Owen Lawless
Mr. Kevin Lofton
Mr. Dara Longgear
Mr. Lyman Lovejoy
Mr. Stan Mackin
Mr. Gwahney McCollum
Mr. John McMahon
Dr. Judy Merritt
Mr. Richard Moore
Mr. James E. Moylan, Jr.
Mr. Les Neel
Mr. Don Newton
Mr. Alton Parker
Ms. Elise Penfield
Mr. Dick Pigford
Ms. Margaret Porter
Dr. Ann Reynolds
Mr. Van Richey
Mr. Dowd Ritter
Mr. Guin Robinson
Mr. Oliver Robinson
Mr. Joel Rotenstreich
Dr. John W. Rouse, Jr.
Mr. William Rushton, III
Dr. Carole Samuelson
Mr. Griffith Still
Mr. Bunny Stokes, Jr.
Mr. Anthony Topazi
Mr. Neal Travis
Mr. Ron Truss
The Honorable Wayne Tuggle
Mr. Russ Tyner
Mr. Jeff Underwood
Mr. Michael Warren
Dr. Foster Watkins
Mr. Larry Watts
Ms. Donna Williams
Mr. Jim Williams
Ms. Tyrenda Williams
Mr. Cecil Woodham
Ms. Odessa Woolfolk
Mr. Cordell Wynn
Mr. Alan Zeigler
Mr. John Zimmerman

November 2, 1997

Mr. Stephen P. Leara
Lange, Simpson, Robinson & Somerville
417 20th Street North, Suite 1700
Birmingham, Alabama 35203

Dear Stephen:

I am responding to your letter of October 20 concerning a licensing agreement between Regions Financial Corporation and Region 2020, Inc. I am enclosing a \$100 check as full royalty payment in line with a recent conversation between Dr. Neal Berte, Co-chair of Region 2020, and Henry Simpson.

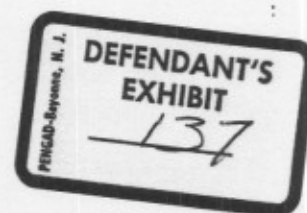
If you have further questions please call me at 326-1100.

Sincerely,

Ann Florie
Executive Director

Enclosures

cc: Henry E. Simpson, Esq.
Samuel E. Upchurch, Jr., Esq.
Dr. Neal Berte



NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT entered into this day by and between REGIONS FINANCIAL CORPORATION, a Delaware corporation ("Licensor"), and REGION 2020, INC., an Alabama corporation ("Licensee").

WHEREAS, the Licensor is the Owner of all right, title and interest in United States Trademark Nos. 1,881,600 and 1,914,267 ("Registered Marks"); and

WHEREAS, the Licensee plans to engage in charitable work primarily in Alabama and the United States under the name "Region 2020"; and

WHEREAS, Licensee desires to obtain license rights under said Registered Marks to be used in said charitable work.

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Grant of License.

1.1 Grant of License. Upon the terms, royalty payments, and conditions set forth herein and under the Registered Marks, Licensor hereby grants to Licensee a non-exclusive License to use the phrase "Region 2020" in its charitable work and is further granted the right to sublicense the phrase to the extent necessary to carry out this grant.

1.2 Limitation. No license, immunity or other right is granted by implication or otherwise with respect to any trademark or trademark application other than the Registered Marks. Licensor does not authorize the Licensee to use the Registered Marks or the phrase "Region 2020" in connection with any financial institution or lending relationship.

Section 2. Royalty and Payment.

2.1 Royalty Payment. Licensee shall pay to Licensor a total royalty of \$100.00, which shall be the total payment due from Licensee during the duration of this license.

2.2 Medium of Payment. Licensee has paid said royalty payment in United States dollars simultaneously with the execution hereof, the receipt of which is acknowledged by Licensor.

Section 3. Marking.

3.1 Indemnification of Registered Marks. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Licensed under U.S. Trademark from," - followed by the Licensor's logo and followed by the number of the marks licensed hereunder. Licensee agrees that it shall not affix to any of its marketing or official materials a legible notice reading "Registered Trademark" followed by the number of the marks licensed hereunder.

3.2 Limitation on Use of Trademarks, etc. Neither the granting of the license herein nor the acceptance of royalties hereunder shall constitute an approval of or acquiescence in Licensee's practices with respect to trademarks, trade names, corporation names, advertising, or similar practices with respect to the charitable work, nor does the granting of such license constitute an authorization or approval of, or acquiescence in the use of Licensor's name or any trade name or trademark of Licensor or its affiliates in connection with the charitable work, and Licensor hereby expressly reserves all rights with respect thereto.

Section 4. Duration and Termination.

4.1 Duration and Termination. Unless otherwise terminated as hereinafter set forth, this Agreement shall continue in full force and effect until the expiration of the Registered

Marks and any renewals thereof, provided however, that either party shall have the right to terminate this Agreement and the license granted herein in the event of any of the following:

4.1.1 A party breaches the Agreement and does not cure such breach within 30 days after notice thereof from the other party specifying such breach;

4.1.2 Dissolution, insolvency or bankruptcy of a party whether voluntary or involuntary;

4.1.3 Appointment of a trustee or receiver for a party;

then, and in addition to all other rights and remedies which the other party may have at law or in equity, the other party may, at its option, terminate this Agreement by notice thereof in writing specifying the reason for such termination and a termination date. Such termination shall become effective on the date of termination set forth in the notice of termination, but in no event earlier than 30 days from the date of mailing thereof.

Section 5. Warranty Exclusion. No representation or warranty has been made by Licensor that the charitable work engaged in under the licensed mark or marks thereof may be engaged in free of trademark rights of others, it being understood that Licensor shall not be liable for any loss damage or expense arising from any claim of trademark infringement upon the use thereof.

Section 6. No Release. Both parties agree that the termination of this Agreement or the expiration of the term of this Agreement shall not release either party from any obligation under Sections 2.1 or 2.2 or under Sections 5 or 7 herein.

Section 7. Miscellaneous.

7.1 Successor Licensors. This Agreement shall be binding upon and inure to the benefit of Licensor, its legal representatives, successors and assigns.

7.2 Successor Licensees. This Agreement shall be binding upon and inure to the benefit of Licensee, but shall not be transferable or assignable without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 Limitation. Nothing contained in this Agreement shall be construed as conferring by implication, estopped or otherwise upon Licensee, any license under any trade secrets, or know how of Licensor and no such license or other rights shall arise from this Agreement or from any acts, statements or dealings resulting in the execution of this Agreement:

7.4 Notices. Any notices permitted or required under this agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to Licensee at:

Region 2020, Inc.
2027 First Avenue North, Suite 907
Birmingham, Alabama 35203
Attention: Ann Florie

addressed to Licensor at:

Regions Financial Corporation
P. O. Box 10247
Birmingham, Alabama 35203
Attention: Samuel E. Upchurch, Jr.

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

7.5 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

7.6 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

7.7 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

7.8 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

7.9 Attorney Fees. In the event that an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator or the trial and appellate courts.

7.10 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

7.11 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

7.12 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such

dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

7.13 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

7.14 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

7.15 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

7.16 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: December 3 1997

LICENSOR:

REGIONS FINANCIAL CORPORATION,
a Delaware corporation

By: 

Samuel E. Upchurch, Jr.
Its Secretary and General Counsel

LICENSEE:

REGION 2020, INC.,
an Alabama corporation

By: Near R. Burt
Board of Directors Co-Chair
Region 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY, et al.,)

Plaintiffs,)

v.)

REGIONS UNIVERSITY, INC.)

Defendant.)

Civil Action No.2:06-cv-882-MHT

AFFIDAVIT OF DORIS DIMINO

COMES now Doris Dimino, who being duly sworn, doth depose
and say as follows:

1. My name is Doris Dimino and I am a Research Specialist
Supervisor.

2. Attached as Exhibit A is a listing in two columns.
The left hand column of Exhibit A is a listing of financial
institutions from Infinata, Inc.'s High Net Worth database.
Corresponding with each financial institution in the right hand
column of Exhibit A is an institution of higher education from
the Higher Education Directory. In each of these cases, the
only difference between the name of the financial institution
and the corresponding institution of higher education is generic

wording such as "bank", "national bank", "credit union",
"federal credit union", "university", "college", etc.

3. I have conducted an investigation in order to
determine whether any of the listed financial institutions are
the same as, related to, or in any way affiliated with the
corresponding listed institutions of higher education. Based on
my investigation, none of the listed financial institutions are
the same as, related to, or in any way affiliated with the
corresponding listed institutions of higher education.

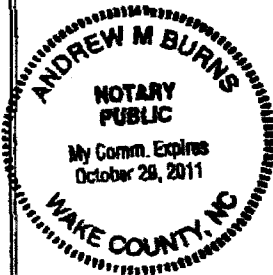
Further affiant saith not.

Signed at: Raleigh NC, this 23 day of AUGUST, 2007.


DORIS DIMINO

I, Andrew M Burns, the undersigned Notary Public, in and for said State and County, do hereby certify that DORIS DIMINO, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that she had read the foregoing Affidavit and knows the contents thereof, that the same are true to the best of her knowledge, information and belief, and that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of August, 2007.



[Signature]
NOTARY PUBLIC in and for the
State of NORTH CAROLINA
Residing at 811 BRER CREEK PKWY RALEIGH
My appointment expires 10/29/11

ALASKA PACIFIC BANK
AUBURNBANK
TUSKEGEE FEDERAL CREDIT UNION
TROY BANK & TRUST CO
BANK OF THE OZARKS
ARKANSAS STATE BANK
NORTH ARKANSAS BANCSHARES, INC.
COCHISE CREDIT UNION
SCOTTSDALE COMMUNITY BANK
MISSION NATIONAL BANK
MISSION FEDERAL CREDIT UNION
CUYAMACA BANK
AMERICAN RIVER BANKSHARES (AMERICAN RIVER BANK)
COASTLINE COMMUNITY CREDIT UNION
NATIONAL BANK OF THE REDWOODS
DESERT COMMERCIAL BANK
HUMBOLDT BANCORP
BANK OF ALAMEDA
BANK OF MARIN
GOLDEN WEST FINANCIAL
GOLDEN GATE BANK
SOUTH COAST COMMERCIAL BANK
TAFT NATIONAL BANK
FOOTHILL BANK
FOOTHILL FEDERAL CREDIT UNION
MUSICIANS CREDIT UNION
SANTA ANA FEDERAL CREDIT UNION
SIERRA BANCORP
DIABLO VALLEY BANK
NATIONAL INTERBANK, INC.
REDLANDS CENTENNIAL BANK
CREDIT UNION OF SOUTHERN CALIFORNIA
VICTOR VALLEY FCU
PACIFIC UNION BANK
BUTTE FEDERAL CREDIT UNION

Alaska Pacific University
Auburn University
Tuskegee University
Troy University
University of the Ozarks
Arkansas State University
North Arkansas College
Cochise College
Scottsdale Community College
Mission College
Mission College
Cuyamaca College
American River College
Coastline Community College
College of the Redwoods
College of the Desert
Humboldt State University
College of Alameda
College of Marin
Golden West College
Golden Gate University
South Coast College
Taft College
Foothill College
Foothill College
Musicians Institute
Santa Ana College
Sierra College
Diablo Valley College
National University
University of Redlands
University of Southern California
Victor Valley College
Pacific Union College
Butte College

CABRILLO CREDIT UNION
BANK OF THE WEST
CALIFORNIA COAST CREDIT UNION
PUEBLO BANK & TRUST CO.
ARAPAHOE CREDIT UNION
RED ROCKS FEDERAL CREDIT UNION
CREDIT UNION OF DENVER
BANK OF DENVER
THE PIKES PEAK NATIONAL BANK
MORGAN FEDERAL BANK
COLORADO STATE BANK AND TRUST
CHARTER OAK FEDERAL CREDIT UNION
NAUGATUCK VALLEY SAVINGS AND LOAN ASSOCIATION, INC
INDIAN RIVER FEDERAL CREDIT UNION
NORTH FLORIDA FEDERAL CREDIT UNION
PALM BEACH NATIONAL BANK & TRUST
EDISON NATIONAL BANK
EVERGLADES FEDERAL CREDIT UNION
FIRST NATIONAL BANK OF CENTRAL FLORIDA
CENTRAL FLORIDA STATE BANK
THE BANK OF TAMPA
FLORIDA CREDIT UNION
WAYCROSS BANK & TRUST
GEORGIA BANKING COMPANY
GEORGIA FEDERAL CREDIT UNION
GEORGIA BANK & TRUST
SOUTH BANKING COMPANY
OGLETHORPE BANK
THE BANK OF GEORGIA
PIEDMONT COMMUNITY BANK
THE GORDON BANK
SOUTH GEORGIA BANKING COMPANY
UNITED BANK OF IOWA
IOWA STATE BANK
IOWA STATE BANK & TRUST COMPANY
IOWA STATE SAVINGS BANK (KNOXVILLE, IA)
IOWA STATE SAVINGS BANK (CRESTON, IA)

Cabrillo College
University of the West
California Coast University
Pueblo Community College
Arapahoe Community College
Red Rocks Community College
University of Denver
University of Denver
Pikes Peak Community College
Morgan Community College
Colorado State University
Charter Oak State College
Naugatuck Valley Community College
Indian River Community College
North Florida Community College
Palm Beach Community College
Edison College
Everglades University
University of Central Florida
Central Florida College
University of Tampa
Florida College
Waycross College
Georgia College & State University
Georgia College & State University
Georgia College & State University
South University
Oglethorpe University
University of Georgia
Piedmont College
Gordon College
South Georgia College
University of Iowa
Iowa State University
Iowa State University
Iowa State University
Iowa State University

CLINTON NATIONAL BANK
GRINNELL STATE BANK
CENTRAL BANK (STORM LAKE, IA)
HAWKEYE STATE BANK
BANK OF IDAHO
KANKAKEE FEDERAL SAVINGS BANK
PRAIRIE STATE BANK (MARENGO, IL)
SHAWNEE STATE BANK
HEARTLAND BANCORP, INC.
HEARTLAND CREDIT UNION
HEARTLAND HOME FINANCE INC.
WESTERN ILLINOIS BANCSHARES, INC.
SAUK VALLEY BANK & TRUST COMPANY
MORTON COMMUNITY BANK
EUREKA SAVINGS BANK
THE ELGIN STATE BANK
NORTH CENTRAL BANK
ROCK VALLEY FEDERAL CREDIT UNION
HIGHLAND COMMUNITY BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
INDIANA BUSINESS BANK
BANK OF EVANSVILLE S.A.
INDIANA BUSINESS BANK
NOTRE DAME FEDERAL CREDIT UNION
BALL STATE FEDERAL CREDIT UNION
THE KANSAS STATE BANK
KANSAS STATE BANK OF MANHATTAN
KANSAS STATE BANK
EMPORIA STATE BANK & TRUST COMPANY
FIRST NATIONAL BANK
THE BANK OF KENTUCKY

Clinton Community College
Grinnell College
Central College
Hawkeye Community College
University of Idaho
Kankakee Community College
Prairie State College
Shawnee Community College
Heartland Community College
Heartland Community College
Heartland Community College
Western Illinois University
Sauk Valley Community College
Morton College
Eureka College
Elgin Community College
North Central College
Rock Valley College
Highland Community College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
Indiana Business College
University of Evansville
Indiana Business College
University of Notre Dame
Ball State University
Kansas State University
Kansas State University
Kansas State University
Emporia State University
National College
University of Kentucky

HENDERSON NATIONAL BANK
FIRST NATIONAL BANK
FIRST NATIONAL BANK
FIRST NATIONAL BANK
FIRST NATIONAL BANK
CAMERON STATE BANK
SOUTH LOUISIANA BANK
GREENFIELD SAVINGS BANK
MIDDLESEX BANK & TRUST COMPANY
MIDDLESEX SAVINGS BANK
MIDDLESEX FEDERAL SAVINGS F.A.
BOSTON FEDERAL SAVINGS BANK
HOLYOKE CREDIT UNION
CAMBRIDGE SAVINGS BANK
CAMBRIDGE BANCORP
BAY STATE FEDERAL SAVINGS BANK
BAY STATE SAVINGS BANK
BAY STATE BANCORP
WESTFIELD SAVINGS BANK
QUINCY MUNICIPAL CREDIT UNION
NORTH SHORE BANK, A CO-OPERATIVE BANK
BERKSHIRE FEDERAL CREDIT UNION
DEAN BANK
CECIL BANCORP, INC.
HOWARD BANK
HARFORD BANK
WASHINGTON SAVINGS BANK, F.S.B.
WASHINGTON SAVINGS BANK, F.S.B.
YORK COUNTY FEDERAL CREDIT UNION
MACOMB COMMUNITY BANK
KELLOGG COMMUNITY FCU
LANSING COMMUNITY CREDIT UNION
WEST SHORE BANK
NORTHWESTERN BANK NA
CROWN BANKSHARES, INC.
MISSOURI BAPTIST CREDIT UNION
THE MISSOURI BANK

Henderson Community College
National College
National College
National College
National College
Cameron College
South Louisiana Community College
Greenfield Community College
Middlesex Community College
Middlesex Community College
Middlesex Community College
Boston University
Holyoke Community College
Cambridge College
Cambridge College
Bay State College
Bay State College
Bay State College
Westfield State College
Quincy College
North Shore Community College
Berkshire Community College
Dean College
Cecil Community College
Howard Community College
Harford Community College
Washington College
Washington College
York County Community College
Macomb Community College
Kellogg Community College
Lansing Community College
West Shore Community College
Northwestern College
Crown College
Missouri Baptist University
Missouri College

MISSOURI STATE CREDIT UNION
MISSOURI STATE BANK & TRUST CO
MIDWEST BANKCENTRE
MIDWEST CREDIT UNION
COMMUNITY BANK OF THE OZARKS
TRUMAN BANK
HERITAGE STATE BANK
JEFFERSON BANK AND TRUST COMPANY
JEFFERSON SAVINGS BANCORP
EAST CENTRAL FEDERAL CREDIT UNION
FORT PECK COMMUNITY FCU
ROCKY MOUNTAIN CREDIT UNION
RANDOLPH BANK AND TRUST
APPALACHIAN MORTGAGE CORP
GASTON FEDERAL BANCORP, INC.
PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION
PIEDMONT BANK
HIGH POINT BANK AND TRUST COMPANY
ALAMANCE NATIONAL BANK
WAKE FOREST FEDERAL SAVINGS & LOAN ASSOCIATION
THE EAST CAROLINA BANK
WAYNE NATIONAL BANK
BLUE RIDGE SAVINGS BANK
CREIGHTON FEDERAL CREDIT UNION
HASTINGS FEDERAL CREDIT UNION
GRANITE STATE CREDIT UNION
GRANITE STATE BANKSHARES, INC.
MONMOUTH COMMUNITY BANK
BANK OF THE SOUTHWEST
GREAT BASIN FEDERAL CREDIT UNION
THE NORTH COUNTRY SAVINGS BANK
NORTH COUNTRY SAVINGS BANK
ST LAWRENCE FED CR UN
FINGER LAKES FEDERAL CREDIT UNION
GENESEE REGIONAL BANK
EXCELSIOR CREDIT UNION
ELMIRA SAVINGS & LOAN, F.A.(ES&L)

Missouri State University
Missouri State University
Midwest University
Midwest University
College of the Ozarks
Truman State University
Heritage College
Jefferson College
Jefferson College
East Central Community College
Fort Peck Community College
Rocky Mountain College
Randolph Community College
Appalachian State University
Gaston College
Piedmont Community College
Piedmont Community College
High Point University
Alamance Community College
Wake Forest University
East Carolina University
Wayne Community College
Blue Ridge Community College
Creighton University
Hastings College
Granite State College
Granite State College
Monmouth University
College of the Southwest
Great Basin College
North Country Community College
North Country Community College
St. Lawrence University
Finger Lakes Community College
Genesee Community College
Excelsior College
Elmira College

ELMIRA SAVINGS BANK, FSB (THE)
ADIRONDACK BANK
HUDSON VALLEY FEDERAL CREDIT UNION ATTN MOLSEY LARE
HUDSON VALLEY BANK INC.
ORANGE COUNTY TRUST CO
LONG ISLAND COMMERCIAL BANK
LONG ISLAND F C U
MOHAWK VALLEY FCU
UNION FEDERAL MORTGAGE CORP
UNION STATE BANK (USB)
UNION BANK COMPANY
MIAMI SAVINGS & LOAN COMPANY
FRANKLIN SAVINGS & LOAN COMPANY
FRANKLIN NATIONAL BANK
CAPITAL BANK, N.A.
OKLAHOMA STATE BANK, INC.
UMPQUA BANK
ROGUE FEDERAL CR UN
WILLAMETTE FEDERAL CREDIT UNION
SOUTHERN OREGON FEDERAL CREDIT UNION
PACIFIC HOME FUNDING
BEREAN FEDERAL SAVINGS
BRYN MAWR BANK CORPORATION
THE BRYN MAWR TRUST COMPANY
WILSON MORTGAGE SERVICES
MANOR NATIONAL BANK
KEYSTONE SAVINGS BANK
KEYSTONE FEDERAL CREDIT UNION
GRATZ NATIONAL BANK
SUSQUEHANNA BANCSHARES, INC.
SUSQUEHANNA MORTGAGE CORPORATION
PHILADELPHIA FEDERAL CREDIT UNION
PENNSYLVANIA BUSINESS BANK
AMERICAN BANK INC
AMERICAN BANK (ALLENTOWN, PA)
NEWBERRY FEDERAL SAVINGS BANK
SOUTH CAROLINA STATE CREDIT UNION


Elmira College
Adirondack Community College
Hudson Valley Community College
Hudson Valley Community College
Orange County Community College
Long Island University
Long Island University
Mohawk Valley Community College
Union College
Union College
Union Institute & University
Miami University
Franklin University
Franklin University
Capital University
Oklahoma State University
Umpqua Community College
Rogue Community College
Willamette University
Southern Oregon University
Pacific University
Berean Institute
Bryn Mawr College
Bryn Mawr College
Wilson College
Manor College
Keystone College
Keystone College
Gratz College
Susquehanna University
Susquehanna University
Philadelphia University
Pennsylvania School of Business
The American College
The American College
Newberry College
South Carolina State University

ANDERSON FEDERAL CREDIT UNION
 DAKOTA STATE BANK
 CUMBERLAND BANK
 BANK OF TENNESSEE (JOHNSON CITY, TN)
 VOLUNTEER STATE BANK
 BANK OF THE SOUTH
 TENNESSEE STATE BANK
 MAINLAND BANK
 SAN ANTONIO FEDERAL CREDIT UNION
 TEXAS BANK
 SOUTHWESTERN NATIONAL BANK
 HOUSTON SAVINGS BANK, FSB
 JACKSONVILLE SAVINGS BANK
 PANOLA NATIONAL BANK
 WEATHERFORD NATIONAL BANK
 KILGORE NATIONAL BANK
 LAMAR NATIONAL BANK
 TRINITY BANK, N.A.
 BANK OF UTAH
 NATIONAL BANKSHARES, INC.
 THE BANK OF SOUTHSIDE VIRGINIA
 THE BANK OF RICHMOND
 CENTRAL VIRGINIA BANK
 CENTRAL VIRGINIA BANKSHARES, INC.
 PATRICK HENRY NATIONAL BANK
 BANK OF VIRGINIA
 SHENANDOAH NATIONAL BANK
 BLUE RIDGE BANK
 GREEN MOUNTAIN CREDIT UNION
 YAKIMA VALLEY CREDIT UNION
 THE BANK OF WASHINGTON
 HERITAGE CREDIT UNION
 WASHINGTON STATE BANK, N.A.
 EVERGREEN BANK
 CITYBANK
 CITYBANK
 SHORELINE BANK


Anderson University
 Dakota State University
 Cumberland University
 University of Tennessee
 Volunteer State Community College
 South College
 Tennessee State University
 College of the Mainland
 San Antonio College
 Texas College
 Southwestern University
 Houston Community College
 Jacksonville College
 Panola College
 Weatherford College
 Kilgore College
 Lamar University
 Trinity University
 University of Utah
 National College
 Southside Virginia Community College
 University of Richmond
 Central Virginia Community College
 Central Virginia Community College
 Patrick Henry College
 University of Virginia
 Shenandoah University
 Blue Ridge Community College
 Green Mountain College
 Yakima Valley Community College
 University of Washington
 Heritage University
 Washington State University
 The Evergreen State College
 City University
 City University
 Shoreline Community College

SPOKANE FEDERAL CREDIT UNION
CREDIT UNION OF PUGET SOUND
NORTHWEST COMMERCIAL BANK
COLUMBIA BASIN FEDERAL CREDIT UNION
RIPON COMMUNITY CREDIT UNION
MARQUETTE SAVINGS BANK, S.A.
WEST VIRGINIA FEDERAL CREDIT UNION

Spokane Community College
University of Puget Sound
Northwest University
Columbia Basin College
Ripon College
Marquette University
West Virginia University



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Relationships, Respect and Recognition through Everyday Confidence.

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[Your First Day](#)
[New Associate Orientation](#)
[Benefits](#)
[Company Information](#)

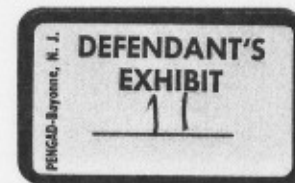
Your First Day at Regions

When you arrive at your Regions location, be confident knowing that a talented team of associates is ready to welcome you. You were hired because your experience and skill set will contribute to your team's focus on achieving performance excellence for Regions. Below are several tools you will find helpful as you start your career here:

New Associate Orientation
There's no doubt you will have questions on your first day! Your manager, coworkers and Human Resources Business Partner are all ready to answer your questions and help you get settled in your new career. During the New Associate Orientation session, you will also receive information that will provide answers to some of the most commonly asked questions.

Checklist of Activities
One item you will find helpful is a checklist of activities to complete over your first 90 days of employment. By completing the checklist of activities, you will become familiar with our operating systems, learn about our associate guidelines and discover what it means to be a Regions associate.

Everyday Regions
The Regions Intranet site, "Everyday Regions," is an important resource for you to use throughout your career at Regions. It provides current company news and access to a variety of our internal



Regions | New Employee Welcome | Getting Started | Your First L

Page 2 of 2

Human Resources and training systems. Two of these systems you will find particularly helpful is Regions1Source and RU Learning (Regions University Learning).

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Terms and Conditions

Member FDIC

05/08/2006 09:59 FAX 202 429 3902

STEPTOE & JOHNSON

003/046

PAID 090426

RAC00000126

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

REGIONS ASSET COMPANY,

Plaintiff,

Vs.

CIVIL ACTION NO.
2:06CV882-MHT

REGIONS UNIVERSITY, INC.,

Defendant.

* * * * *

DEPOSITION OF LAINA COSTANZA, taken
pursuant to stipulation and agreement before Lisa
J. Nix, Registered Professional Reporter and
Commissioner for the State of Alabama at Large, in
the Law Offices of Balch & Bingham, Suite 200, 105
Tallapoosa Street, Montgomery, Alabama on
Wednesday, May 16, 2007, commencing at
approximately 9:00 a.m.

* * * * *

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<p>1 A. They wanted to make a name change. Could</p> <p>2 you ask it in a different way? I don't</p> <p>3 know that I'm ...</p> <p>4 Q. Okay. Was it your understanding that the</p> <p>5 school felt an urgency to change the name</p> <p>6 of the school in late July 2006?</p> <p>7 A. I knew they were wanting to change the</p> <p>8 name. I didn't know a time frame or an</p> <p>9 urgency or -- you know, like there's a</p> <p>10 deadline. That was not -- that information</p> <p>11 was not given to me, you know, there's</p> <p>12 urgency, urgency, no.</p> <p>13 Q. I think you had mentioned that there are a</p> <p>14 number of periods of time when there was</p> <p>15 greater media advertising than others, and</p> <p>16 I believe you said July-September was one</p> <p>17 of those time frames; is that correct?</p> <p>18 A. Greater media for ...</p> <p>19 Q. That you have more advertising --</p> <p>20 A. During enrollment?</p> <p>21 Q. Right.</p> <p>22 A. Okay.</p> <p>23 Q. And one of those periods was July through</p>	<p>1 to think about elections. You have to</p> <p>2 think about certain things that are coming</p> <p>3 on TV. Talk to your advertisers and</p> <p>4 they'll tell you what's booked and, you</p> <p>5 know, they'll tell you, actually, at the</p> <p>6 first of the year some things to watch out</p> <p>7 for so that you don't get bumped out of</p> <p>8 your spot.</p> <p>9 Q. Now, in July through September of 2006, did</p> <p>10 you get any direction from Dr. Turner to</p> <p>11 try to reduce the amount of television</p> <p>12 advertising that was budgeted for that</p> <p>13 period of time?</p> <p>14 A. No.</p> <p>15 Q. When did you first learn that the school</p> <p>16 was going to choose the name Regions?</p> <p>17 A. Probably the first of August.</p> <p>18 Q. And who told you?</p> <p>19 A. Dr. Turner.</p> <p>20 Q. He called you at home?</p> <p>21 A. (Witness nods head up and down.)</p> <p>22 Q. And what do you recall of that</p> <p>23 conversation?</p>
Page 62	Page 64
<p>1 September, was it?</p> <p>2 A. Yes, one of the periods is that.</p> <p>3 Q. In July through September 2006, what media</p> <p>4 advertising were you doing?</p> <p>5 A. We were doing Southern Christian</p> <p>6 University.</p> <p>7 Q. And was that on television?</p> <p>8 A. Television.</p> <p>9 Q. Radio?</p> <p>10 A. We had just started radio. I'm not sure</p> <p>11 that radio was in that period of that year.</p> <p>12 Q. Billboard advertising --</p> <p>13 A. No.</p> <p>14 Q. -- during that period?</p> <p>15 Print advertising?</p> <p>16 A. Print advertising. I don't know how many</p> <p>17 ads fell in that period. Print is a little</p> <p>18 bit more random.</p> <p>19 Q. Now, in terms of preparing a television</p> <p>20 commercial and then making media buys, how</p> <p>21 much lead time do you generally need?</p> <p>22 A. We try to place two to three months in</p> <p>23 advance if we can, especially -- you have</p>	<p>1 A. He just said that he thought the new name</p> <p>2 for the university could be Regions</p> <p>3 University.</p> <p>4 Q. And did you have any reaction at all?</p> <p>5 A. I did.</p> <p>6 Q. What did you say?</p> <p>7 A. I thought that was a good vision based</p> <p>8 on -- the first thing that came to mind was</p> <p>9 go into all the world, preach the gospel.</p> <p>10 I don't know the verse verbatim, but I</p> <p>11 thought of that, that was a good vision</p> <p>12 because it kind of summarized the direction</p> <p>13 he goes.</p> <p>14 Q. Did he tell you that he chose Regions</p> <p>15 University for any particular reason?</p> <p>16 Strike that. I'll rephrase that question.</p> <p>17 Did he tell you he chose the name</p> <p>18 Regions for any particular reason?</p> <p>19 A. No, he did not say I chose it for -- no, he</p> <p>20 didn't get into any of that.</p> <p>21 Q. Did the Regions Bank name come to your mind</p> <p>22 when he mentioned the word Regions?</p> <p>23 A. It did.</p>

Page 81	Page 83
<p>1 identification.)</p> <p>2 Q. Let me show you what's been marked as</p> <p>3 Exhibit 65. Is this the home page that you</p> <p>4 prepared?</p> <p>5 A. Yes.</p> <p>6 Q. Do you know when you posted this home page,</p> <p>7 approximately?</p> <p>8 A. Approximately around August the 20th maybe,</p> <p>9 give or take a couple of days.</p> <p>10 Q. August 20th?</p> <p>11 A. Yes.</p> <p>12 Q. And that was when the Web site was changed</p> <p>13 from Southern Christian University at the</p> <p>14 heading --</p> <p>15 A. Yes.</p> <p>16 Q. -- to Regions University at the heading?</p> <p>17 A. Yes.</p> <p>18 Q. And do you know how long the font that</p> <p>19 showed in Exhibit 65 was used, the font for</p> <p>20 Regions University?</p> <p>21 A. How long this font was used?</p> <p>22 MR. HUDSON: 65.</p> <p>23 A. I don't know how long. I believe we</p>	<p>1 Q. The second one says, quote, is Regions</p> <p>2 online learning program for me, end quote.</p> <p>3 Is that content that you put there?</p> <p>4 A. I did.</p> <p>5 Q. And Regions refers to Regions University;</p> <p>6 is that correct?</p> <p>7 A. Yes.</p> <p>8 Q. What's a spiritual enrichment forum? Do</p> <p>9 you know?</p> <p>10 A. It is a forum where members of the church</p> <p>11 get together, and there are many speakers</p> <p>12 that come. They talk about lots of</p> <p>13 different topics.</p> <p>14 Q. Do you see above, 1-888-790-8080, that's a</p> <p>15 toll free number Regions uses, isn't it?</p> <p>16 A. Yes.</p> <p>17 Q. And what do they use that toll free number</p> <p>18 for?</p> <p>19 A. Potential students.</p> <p>20 Q. Potential students?</p> <p>21 A. Uh-huh. (Positive response.)</p> <p>22 Q. And do you see it says right above that, it</p> <p>23 says call us today and learn more about our</p>
Page 82	Page 84
<p>1 changed it in September or October.</p> <p>2 Q. Now, in terms of the content that appears</p> <p>3 on Exhibit 65, what responsibility do you</p> <p>4 have for the content?</p> <p>5 A. Well, from the previous site, I know that</p> <p>6 the same material would need to be on this</p> <p>7 site. I might change a few -- I might</p> <p>8 change a few words or call or link</p> <p>9 something different, but it's basically the</p> <p>10 same content that has evolved over the past</p> <p>11 five years.</p> <p>12 Q. For example, looking at -- do you see the</p> <p>13 log-in on the bar?</p> <p>14 A. Uh-huh. (Positive response.)</p> <p>15 Q. It says RU students. Did you choose the</p> <p>16 designation RU students?</p> <p>17 A. I did because of space and how big that</p> <p>18 cell actually is. I know how big it is.</p> <p>19 It's not that long. It's short.</p> <p>20 Q. And RU stands for Regions University?</p> <p>21 A. Yes.</p> <p>22 Q. And then -- do you see news/events?</p> <p>23 A. Uh-huh. (Positive response.)</p>	<p>1 33 degree programs reaching students around</p> <p>2 the world? Do you see that statement?</p> <p>3 A. Yes.</p> <p>4 Q. Does Regions have any students from South</p> <p>5 America that you know?</p> <p>6 A. Not that I am aware of. Let's see. Well,</p> <p>7 I can think of one man who's contacted me</p> <p>8 who is from South America. Whether or not</p> <p>9 he was taking online courses while he was</p> <p>10 in the United States, I'm not sure. He's</p> <p>11 currently back in South America.</p> <p>12 Q. Is there anybody in South America who's</p> <p>13 taking online courses right now that you</p> <p>14 know of?</p> <p>15 A. Not to my knowledge.</p> <p>16 Q. Is anybody in Africa taking online courses</p> <p>17 now? Do you know?</p> <p>18 A. Not that I know of.</p> <p>19 Q. Anybody in Europe taking online courses</p> <p>20 that you're aware of?</p> <p>21 A. Well, we have military students who are in</p> <p>22 Iraq or Afghanistan taking courses over</p> <p>23 there.</p>

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY, et al.,)	
)	
Plaintiffs,)	
)	Civil Action No.2:06-cv-882-MHT
v.)	
)	
REGIONS UNIVERSITY, INC.)	
)	
Defendant.)	

AFFIDAVIT OF DR. WILSON LUQUIRE, Ph.D.

COMES now Dr. Wilson Luquire, who being duly sworn, doth
depose and say as follows:

1. My name is Wilson Luquire and I am the Dean of Library
at the University of Alabama in Huntsville.

2. On August 9, 2006, I sent an e-mail to Dr. John White
and Dr. Rex Turner at Regions University. In this e-mail, I
stated "good luck with Regions. Is this related to the bank and
if so may I applaud you with double congratulations!!!!!!."

3. My inquiry as to whether the change of name from
Southern Christian University to Regions University was related
to the bank was meant in fun, and I was at no time confused as
to whether there was a relationship or affiliation between
Regions Bank and Regions University.

Further affiant saith not.

Signed at: San Juan, al
4:52 pm, this 21st day of August, 2007.

Dr. Wilson Luquire
DR. WILSON LUQUIRE, Ph.D.

I, Patti A. Weldon, the undersigned Notary Public, in and for said State and County, do hereby certify that DR. WILSON LUQUIRE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that he had read the foregoing Affidavit and knows the contents thereof, that the same are true to the best of his knowledge, information and belief, and that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August, 2007.

Patti A. Weldon
NOTARY PUBLIC in and for the
State of Alabama at Large,
Residing at Malibu, California.
My appointment expires 3/24/2009



**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY, et al.,)	
)	
Plaintiffs,)	
)	Civil Action No.2:06-cv-882-MHT
v.)	
)	
REGIONS UNIVERSITY, INC.)	
)	
Defendant.)	

AFFIDAVIT OF DAVID MOORE

COMES now David Moore, who being duly sworn, doth depose
and say as follows:

1. My name is David Moore and I am the Lecturer and
Assistant to the Dean of the M. Louis Salmon Library at the
University of Alabama in Huntsville.

2. On August 9, 2006, I sent an e-mail to Dr. Wilson
Luquire, the Dean of Library at the University of Alabama in
Huntsville. In this e-mail, I stated "John White just informed
me that SCU is now Regions University. I did not ask about
possible conflict with the bank of the same name!"

3. My statement concerning a possible conflict with
Regions Bank was meant in jest, and I was at no time confused as
to whether there was a relationship or affiliation between
Regions Bank and Regions University.

Further affiant saith not.

Huntsville, AL

Signed at: _____, this 21 day of AUGUST, 2007.

David Moore

DAVID MOORE

I, Patti C. Veldon the undersigned Notary Public, in and for said State and County, do hereby certify that DAVID MOORE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that he had read the foregoing Affidavit and knows the contents thereof, that the same are true to the best of his knowledge, information and belief, and that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of August, 2007.

Patti C. Veldon
NOTARY PUBLIC in and for the
State of Alabama at Joppe,
Residing at Opalison, Alabama.
My appointment expires 8/24/2009



**IN THE UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY,

Plaintiff,

Vs.

REGIONS UNIVERSITY, INC.,

Defendant.

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*

CIVIL ACTION NUMBER

2:06cv882-MHT

* * * * *

Deposition of JANET ARMITAGE, taken before
David Michael Camp, CSR, in the law offices of
Balch & Bingham, LLP, 1901 6th Avenue North,
Birmingham, Alabama, on August 14, 2007,
commencing at approximately 12:31 o'clock p.m.

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1 Q Do you have office space?

2 A Yes.

3 Q Is your office space in a Regions Bank
4 building?

5 A No.

6 Q Does Regions Bank have a market presence
7 in Delaware?

8 A No.

9 Q Is Regions Bank a Delaware corporation?

10 A I believe so.

11 Q Is Regions Asset Company a Delaware
12 corporation?

13 A Yes.

14 Q Do you know why you're located in
15 Delaware as opposed to some place within the
16 market area of Regions Bank?

17 A I believe the intent was to centralize
18 the management and the maintenance of intellectual
19 property, and it could be located anywhere. And I
20 understand there is a tax advantage to doing it in
21 Delaware.

22 Q Is your home Delaware?

23 A Yes.

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1 I don't know. I have not asked.

2 BY MR. HUDSON:

3 Q Okay. Well, if it is a famous name in
4 Delaware, that has not come to your attention. Is
5 that correct?

6 MR. PECAU:

7 Objection to the form of the
8 question.

9 THE WITNESS:

10 It's not something that I have any
11 direct knowledge of.

12 BY MR. HUDSON:

13 Q Okay. In response to the first
14 interrogatory -- and we can look at the question.
15 I'm not trying to deprive you of that but I'm
16 interested in part of the answer. It says,
17 "documents showing Regions great and successful
18 efforts to protect its famous Regions mark."

19 What information do you have about Regions
20 great and successful efforts to protect its famous
21 Regions mark?

22 A I have copies of opposition letters that
23 have been sent out and copies of the replies that

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1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE**
3 **MIDDLE DISTRICT OF ALABAMA**
4 **NORTHERN DIVISION**

5
6
7 REGIONS ASSET COMPANY, *

8 Plaintiff, *

9 Vs. * CIVIL ACTION NUMBER

10 REGIONS UNIVERSITY, INC., * 2:06cv882-MHT

11 Defendant. *

12
13
14
15 * * * * *

16 Rule 30(b)(5); 30(b)(6) deposition of Regions
17 Asset Company, taken through the witness, EMMETT
18 M. POLLARD, before David Michael Camp,
19 Commissioner, in the law offices of Balch &
20 Bingham, LLP, 105 Tallapoosa Street, Suite 200,
21 Montgomery, Alabama, on May 10th, 2007, commencing
22 at approximately 8:59 o'clock a.m.
23

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1 also include human resources?

2 A Not at Regions.

3 Q Okay. What I'm curious about -- and
4 maybe you can help me with it -- on Exhibit Eleven
5 -- I think you told us it was your belief that
6 Exhibit Eleven is available to the general
7 public. And I don't want to be argumentative.

8 But Exhibit Eleven looks like something that
9 would go to the employees that says "Let's Get
10 Started", and it tells employees how to go about
11 doing things. Is that correct?

12 A It looks like it's information about the
13 company, www.regions.com. I believe
14 www.regions.com is a public website.

15 Q Okay. I'm no tech guy. I'm in real
16 trouble with it. You may be too. And I guess
17 we'll ultimately just get somebody in front of the
18 computer and pull up what they can. But what it
19 says is "regions.com" and then it says "/welcome/
20 lets_get_started". It has more than that in that
21 address.

22 Do you know as you sit here today whether or
23 not that full address on this page, in fact, is

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1 available to the general public or is something
2 that is available to Regions people?

3 A No, not for sure.

4 Q Okay.

5 A I'd have to go on there to see. What I
6 do know is that usually when you see -- when
7 you're looking at something like that -- and
8 again, I'm not a tech person either -- it's
9 usually HTTPS, which indicates it's a secured
10 server. That doesn't have an S beside the P.

11 Q So that normally wouldn't be a secure
12 server?

13 A That address would be -- if it had an S
14 on it, it would be a secured server.

15 Q And just assuming that this may be
16 publicly available, Exhibit Eleven, in your
17 capacity as operating the Regions University and
18 being in charge of learning -- I don't want to
19 mischaracterize it -- but as you previously
20 testified, can you think of any reason that you
21 would make available to the general public
22 information about how to get started as an
23 employee at Regions?

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**IN THE UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGIONS ASSET COMPANY,

Plaintiff,

Vs.

REGIONS UNIVERSITY, INC.,

Defendant.

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*
*

CIVIL ACTION NUMBER

2:06cv882-MHT

* * * * *

Deposition of WILLIAM E. ASKEW, taken before
David Michael Camp, CSR, in the law offices of
Balch & Bingham, LLP, 1901 6th Avenue North,
Birmingham, Alabama, on August 2, 2007, commencing
at approximately 8:45 o'clock a.m.

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1 logo presently appears on your business cards?

2 A Yes.

3 Q Now, we talked about aspects of the
4 selection of the Regions name. One was
5 characterized as the process. I'm just trying to
6 get us back on track.

7 The process as you talked about it, I
8 understood, was when you looked at things like
9 whether others were using the name. Are we on the
10 same page?

11 I'm going to ask you some questions. I just
12 want to get on the right page.

13 A I believe you're going way back now.

14 Q I'm going way back.

15 A Okay. All right. I'm with you.

16 Q All right. Now, going back to the time
17 the name was initially selected, I want to talk
18 about the process --

19 A Okay.

20 Q -- that was followed. What did you do
21 in determining whether or not the name was used by
22 others?

23 A We had a law firm, and the law firm did

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1 all the searches, all the registrations for the
2 name across all the states in the United States.
3 They did all the things to make sure that we could
4 use this name and it wasn't already being used and
5 there wouldn't be any issues if we -- and we could
6 get registration on it.

7 It was very important that this name be able
8 to be copyrighted, registered, because that's --
9 then you prevent people from using the brand. And
10 so we made sure that that could be done first.

11 And I had a law firm -- I didn't do it. I
12 had a law firm do it.

13 Q Sure. Which law firm was it?

14 A Lange Simpson.

15 Q And did you learn that at the time there
16 was a Regions Hospital?

17 A I don't recall that there was any
18 Regions. But I suppose there could have been a
19 Regions Hospital.

20 Q But you don't recall whether others were
21 using the name or not at the time?

22 A No. I do recall that we found no use of
23 the name. Now, I don't recall -- there might have

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